

SECRET

RECEIVED  
**ITEL**  
CORPORATION  
RAIL DIVISION  
FEE OPERATION BR.

RECORDATION NO. *9800-A* Filed 1425

No.  
Date **NOV 13 1978**  
Fee \$ *10.00*  
ICC Washington, D. C.

NOV 13 1978 - 3 10 PM  
INTERSTATE COMMERCE COMMISSION

November 6, 1978

Honorable H. G. Homme  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are six counterparts of an Amendment dated as of November 3, 1978 to a Conditional Sale Agreement dated as of October 17, 1978, between Pullman Incorporated (Pullman Standard Division), 200 South Michigan Avenue, Chicago, Illinois 60604, and Itel Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California 94111. The Conditional Sale Agreement was filed on October 26, 1978 at 2:30 PM and assigned recordation number 9800.

Also enclosed is this Company's check in the sum of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing Amendment.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan & Worcester, who will be delivering this letter on our behalf.

Very truly yours,

*[Signature]*  
Paul M. Willard  
Counsel

PMW:tae  
Enclosures

TWO EMBARCADERO CENTER  
SAN FRANCISCO  
CALIFORNIA 94111  
(415) 955-9090  
TELEX 34-234

*Chun-kyung - Golden Amadeo*

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/13/78

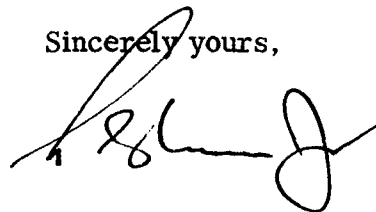
OFFICE OF THE SECRETARY

Paul M. Willard  
Itel Corp.  
Two Embarcadero Center  
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 11/13/78 at 3:10pm,  
and assigned recordation number(s) 9800-A

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

RECORDATION NO. 9800-14 Filed 1425

NOV 13 1978 - 3 10 PM

INTERSTATE COMMERCE COMMISSION

**THIS AMENDMENT**, dated as of November 6, 1978, by and between Pullman Incorporated (Pullman Standard Division), a Delaware corporation (hereinafter called the "Manufacturer"), and Itel Corporation, a Delaware corporation, acting through its Rail Division (hereinafter called the "Vendee").

**W I T N E S S E T H:**

**WHEREAS**, the Manufacturer and the Vendee have heretofore entered into a Conditional Sale Agreement (the "Agreement") dated as of October 17, 1978, which was filed with the Interstate Commerce Commission on October 26, 1978 at 2:30 PM and assigned recordation number 9800; and

**WHEREAS**, the Manufacturer and Vendee desire to amend the Agreement;

**NOW, THEREFORE**, in consideration of the premises and of the promises of the parties herein contained, the parties agree to delete Section 3 of Schedule A in its entirety and substitute in lieu thereof the following:

"SECTION 3. Railroad Equipment: 50 TOFC/COFC,  
70-ton, 89'4" Flatcars — COER 100000-100049."

**ATTEST**

David N. Kuh, Asst. Sec.

**ITEL CORPORATION, RAIL DIVISION**

By: [Signature]

Date: 11/7/78

**ATTEST**

WE Baker  
Assistant Secretary

**PULLMAN INCORPORATED  
(PULLMAN STANDARD DIVISION)**

By: [Signature]

Vice President-Freight Unit old pw

Date: 11/9/78

## **SCHEDULE A**

### **SECTION 1. Purchase Agreement:**

Vendee's letter of April 21, 1978, Manufacturer's letter of August 31, 1978, LOT NO. 1016.

### **SECTION 2. Delivery Point:**

Either at the Manufacturer's plant or to the railroad line of Vendee's lessee, the Crab Orchard & Egyptian Railroad ("Lessee"), or to such other point as Vendee shall determine.

### **SECTION 3. Railroad Equipment:**

50 TOFC/COFC, 70-ton, 89'4" Flatcars — COER 100000-100049

### **SECTION 4. Purchase Price:**

The price will not exceed \$44,000.00 per unit nor \$2,200,000.00 for all of the equipment.

### **SECTION 5. Markings on Cars:**

Stencil in letters at least one inch in height: "owned by a bank or trust company under a security agreement filed under the Interstate Commerce Act, Section 20c."

STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS:

On this 9th date of November, 1978, before me personally appeared A. J. Olsen, to me personally known, who, being by me duly sworn, says that he is Vice President of Pullman Incorporated (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of this board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

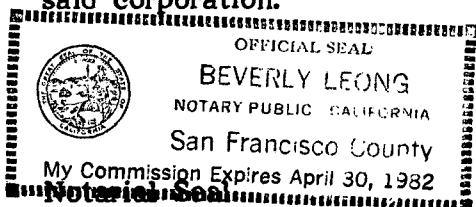
Sharon L. Olson  
Notary Public

Notarial Seal

My Commission expires: August 3, 1980

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF ) SS:  
SAN FRANCISCO )

On this 7th day of November, 1978, before me personally appeared DONALD H. GLEASON, to me personally known, who, being by me duly sworn, says that he is Vice President of Istel Corporation, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of this board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Beverly Leong  
Notary Public

My Commission expires: